LAW OFFICES OF
FAULKNER, BANFIELD & BOOCHEVER
P. O. BOX 1121
JUNEAU, ALASKA

HERBERT L. FAULKNER
NORMAN C. BANFIELD
ROBERT BOOCHEVER

Department of Education FEB 6 1951 Public Work

January 19, 1951

Mrs. Isabel Miller
Haines House
Haines, Alaska

Dear Mrs. Miller:

Receipt is acknowledged of your letter of January 16, in regard to the easements given to the City of Haines by the Board of National Missions. We returned the copies of the easements forwarded to us by Mr. Tribus in his letter of March 22, but we have a copy in our file. This copy indicates that the easement is "for use of the same as an underground drainage and sewage system, and for the maintenance, installation and repair of drainage sewers". The easement further provides:

> "The Grantee shall have the right to construct an underground sewage and drainage system at the depth of not less than ten feet along the center line of said tract, and the Grantee shall have the privilege of laying sewer pipe or drainage pipes and conduits at more than ten feet below the level of the ground and covering the same and thereafter maintaining, repairing and reconstructing such pipe lines."
>
> "The Grantee specifically agrees that said drainage and sewer system, pipes and lines will not be used in violation of any ordinance of the Town of Haines or the laws of the Territory of Alaska or regulations issued under such laws, and that at all times, the same will be used so as not to create any unsanitary condition."

It appears that the easement was for the dual purpose, both drainage and sewage being included. We note, however, that the provision giving the church the right to take the easement back, limits it to situations where the land "shall not be used for drainage purposes by the Town of Haines, Alaska, or for the benefit of the public". This last clause might prevent the church from declaring a forfeiture of the easement for failure to install a drainage system, in view of the fact that it still will be used for the public. It would appear, however, that the intention of the easement was for a dual purpose use of the property, and from our recollection, it was with the express understanding that the drainage feature would be carried out, that the easement was granted.

With reference to the outlet of the sewer, you will note that the City agrees that the easement will not be used so as to create an unsanitary condition. The question then arises as to whether having the sewer open at the low tide level, constitutes an unsanitary condition. We feel that the church is certainly in a position to object on that basis, although it would be a doubtful question of fact in the event that it had to go to trial. We certainly feel that a protest made to the City would be in order. Have you discussed this matter informally with Mrs. Young or members of the Council? Possibly that might be the best method of procedure and should certainly be exhausted before attempting a more formal protest, since it may well be possible that by relatively slight alterations of the plans, the difficulties mentioned in your letter may be avoided.

We shall, therefore, take no further action at this time unless we receive further instructions from you or Mr. Tribus.

We are enclosing an extra copy of this letter, in case you wish to forward it to Mr. Tribus.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By

R. Boochever

RB:es
Enc.

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

January 20, 1951

Department of
REC'D
JAN 29 1951
Educational and Medical Work

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

One of the City Council members was in one day this week to say that they are going to push the opening of Third Avenue now while they can get hold of the Alaska Road Commission's equipment.

The question of what to do about our fences that will be cut came up. I was dismayed to find out from him that the easement carries no reference to the fences. Since Mr. Tribus' office did not file copies of the easements in this office, I have no way of checking on that and other matters which I have needed to know recently. Last summer the City wrote us a letter, asking us to move the fence on Main Street back according to our grant to them, and I answered that I felt sure that easement carried a clause making the removal and the replacement of fences their responsibility since I knew we had requested Mr. Tribus to include that. I do not know what they found since they did not answer my letter, but it will be well for us to know where we stand regarding the fence on Main Street when that question comes up again. As for the ones which Third Avnue will cut, I had to agree with the Council member that they were not obligated to build fences that the easement did not call for. This is not as serious a matter as the one along Main Street, I think, since we already have the fencing and posts on hands that will be needed, but I warned him that it would likely be an electrical fence.

The other matter for which I need easement information is in connection with the proposed drainage ditch across our land. I know that we asked that a storm sewer with man holes be specified so that the land would really be drained, and now I understand that the sewage system for which the town is seeking a grant calls for a fairly small, closed pipe to cross our land, which of course would not benefit us at all. I have asked Mr. Boochever to check this since I think that there may be copies of the easements filed in their office in Juneau.

Very sincerely yours,

Isabel Miller

Isabel Miller

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Department of Educational & Medical Work
Att: Miss Florence M. Goddard
FROM John M. Steinmuller, Legal Division
DATE February 2, 1951
RE: Haines House, Haines, Alaska

Annexed are copies of Deed from the Board to the Town of Haines, dated November 7, 1949, which was for the purpose of widening Main Street; Easement dated November 4, 1949, covering the extension of Third Avenue and Easement dated November 7, 1949, covering the drainage and sewerage line.

I have checked through our correspondence and find no reference to a requirement on the part of the town of Haines to restore fences. There is nothing in the file to indicate that the drainage line is to be constructed in such a manner as will also help to drain the Board's property. However, my recollection of the conference, had in your office with Miss Miller, is to the effect that the original plan was to install a drainage ditch across the Board's land, which would obviously assist in the drainage of the Board's property.

The file indicates that the original agreement, prepared by this office and forwarded to Haines, contemplated a drainage ditch, but apparently this matter was discussed with Mr. Tribus when visiting Haines, in the offices of Faulkner and Banfield, with the result that the original agreement was changed to provide for an underground drainage and sewer system. The final agreement was approved by Mr. Tribus and therefore, is apparently in conformity with an understanding arranged with the various parties on his trip to Alaska.

Kindly forward the annexed copies to Miss Miller

John M. Steinmuller

JMS/dmb

Mr. Tribus
Florence M. Goddard
Haines House, Haines, Alaska

January 31, 1951

We have just received the attached letter from Miss Isabel Miller in regard to the property at Haines, Alaska and would appreciate it if you could give us the answers to the questions which she has raised. Would it be possible for her to have a copy of the easements referred to in her letter for her files?

Florence M. Goddard

FMG:lhc
Attached.

February 16, 1951

My dear Miss Miller:

Miss Gladfelter turned over to me your letter of January 20 and asked me to check Easements for the drainage ditch and the widening of Main Street. Our reply has been delayed since Mr. Tribus has been away from the office, but we are now sending you copies of these Easements so that you may have them in your files. Apparently there was no requirement in the Easement for the replacement of fences in connection with the widening of Main Street.

Recently we received a copy of a letter written to you by Faulkner and Banfield in regard to the question of drainage. We hope that this answers your question. If, however, you need any further information do not hesitate to write us again.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG/ma

INTER-OFFICE MEMORANDUM

February 19, 1951

FOR: Mr. Lucien H. Tribus, Legal Counsel

FROM: Department of Educational and Medical Work,
Florence M. Goddard

The following is a quotation from a circular letter gotten out by the Mayor of Haines giving items of news to the community. Miss Gladfelter thought you should have these comments about the water and sewer project.

"We now have $6,927.46 in the sales tax fund. A letter from Mr. Toner yesterday advised the following: 'The water and sewer project status remains the same. No definite word of approval has been received by the local office from Washington. As I believe I mentioned to you before, they apparently are sitting on top of the project till the Army determines exactly what it proposes to do in the Haines area. That is the only logical explanation that I can think of for the delay. Meanwhile we are proceeding with the planning work. We are handling this a little differently than is the normal case for normal case for advance planning. We propose to supply you with the plans and specifications in the same form as they are required by the Alaska Public Works Office for bidding a contract. This is not normal procedure under advance planning. Ordinarily the work is not done this completely. However, I have talked the matter over with Adams of the Public Works Office and he believes it a sound idea. By so doing the project will be ready for bid the minute we are finished with the work rather than require further work to bring it to the bid stage. Thus if the project is approved sometime later this year there would be no delay in calling for bids. Incidentally, we are working out street grade lines in conjunction with the sewer work. These have been coordinated with the work that Mr. Muncaster did and I believe they will be agreeable to the Council.' "

Florence M. Goddard

FMG/ma

Prop
Haines

165

February 19, 1951

My dear Miss Miller:

Miss Gladfelter turned over to me your letter of January 20 and asked me to check Easements for the drainage ditch and the widening of Main Street. Our reply has been delayed since Mr. Tribus has been away from the office, but Mr. Steinmuller has now sent us the following memo together with copies of these Easements which you may keep in your files.

"I have checked through our correspondence and find no reference to a requirement on the part of the town of Haines to restore fences. There is nothing in the file to indicate that the drainage line is to be constructed in such a manner as will also help to drain the Board's property. However, my recollection of the conference, had in your office with Miss Miller, is to the effect that the original plan was to install a drainage ditch across the Board's land, which would obviously assist in the drainage of the Board's property.

"The file indicates that the original agreement, prepared by this office and forwarded to Haines, contemplated a drainage ditch, but apparently this matter was discussed with Mr. Tribus when visiting Haines, and in the offices of Faulkner and Banfield, with the result that the original agreement was changed to provide for an underground drainage and sewer system. The final agreement was approved by Mr. Tribus and therefore, is apparently in conformity with an understanding arranged with the various parties on his trip to Alaska."

Recently we received a copy of a letter written to you by Faulkner and Banfield in regard to this question of drainage. We hope that this answers your question. If, however, you need any further information do not hesitate to write us again.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG/ma

Prof
Haines

March 21, 1951

Re: Condemnation of Land
at Haines, Alaska

Mr. R. Boochever
Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

My dear Mr. Boochever:

Thank you for your letter of March 16, 1951, with regard to the caption proceedings.

I have marked on my calendar that the hearing on the condemnation suit has been deferred until May 25, 1951. Please keep me posted.

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Miss Katharine Cladfelter
~~Miss Alice Mahoney~~

Department of
MAR 26 1951
Educational and Medical Work

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

April 25, 1951

Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

Dear Miss Gladfelter:

I think I have not given you direct information on the status of the Haines city water and sewage project. It was approved for Federal funds about two weeks ago, and Mr. Toner is proceeding with the plans as rapidly as possible, but getting the bids let, and all the other red tape involved in getting the work actually started may take several months. Folks in town are saying it will probably be August before work is begun.

I have written to Mr. Toner to see what he would advise in relation to the sewage for the new cottage that is to be built this summer since Mr. Mowry asked about how much soil pipe we would need to hook into the present sewer (which would of course be impossible). I'll let you know what Mr. Toner says about that as well as what to expect in regard to the sewage from the other buildings. A couple of other families in town who are also building and faced with a similar situation are planning for the construction of a temporary cess pool, and that may be what it will be best for Mr. Schwab to do, too.

Very sincerely yours,

Isabel Miller

Isabel Miller

May 2, 1951

My dear Miss Miller:

Miss Gladfelter has asked me to acknowledge your letter of April 25th in regard to the status of the Haines city water and sewage project. We are glad to have the information and shall appreciate having a further report later on. Also, when you can contact the contractor, please let us have word as to what it will cost to tie in our building and the church and manse to the new sewage system.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG/ab

HAINES

Excerpt telephone call from Mr Armstrong

The attorney for the Government in the condemnation proceedings has suggested that we settle out of court for $1,000. The Government originally offered $660. to which we made a counter-proposal of $1,500. I asked why the offer for settlement was made and Mr. Armstrong stated that it was in an effort to avoid prolonging the case. If we settle our net will only be about $900. as we will have our lawyer's costs to pay. If we fight the case through we might get the full amount plus a judgment covering lawyer's fees.

5/4/51

KEG:mhc

K.E.G.
Katharine E. Gladfelter

INTER-OFFICE MEMORANDUM

To: Mr. Tribus

From: Miss Gladfelter

May 4, 1951

Re: Haines, Alaska

Mr. Armstrong telephonddme late last evening from Juneau to say that the attorney for the Government in the condemnation proceedings has suggested that we settle out of court for $1,000. The Government originally offered $660. to which we made a counter-proposal of $1,500. I asked why the offer for settlement was made and Mr. Armstrong stated that it was in an effort to avoid prolonging the case. If we settle our net will only be about $900. as we will have our lawyer's costs to pay. If we fight the case through we might get the full amount plus a judgment covering lawyer's fees.

I cannot help wondering whether this settlement is proposed because of the sale of one of our corner lots a little nearer the bay for $2,000. I should think this would have implications for the Government's case.

What is your judgment about the proposal for settlement? We should send word to Mr. Armstrong today, if possible.

Katharine E. Gladfelter

KEG:mhc

Mr. Tribus
Miss Gladfelter

May 10, 1951

The attached letter from Mr. Armstrong, just received, confirms the verbal statement reported to you on May 4 relative to the Government's readiness to compromise on the Haines suit.

I understand that you are contacting our lawyer in Juneau and will appreciate it if you will keep Mr. Armstrong, Miss Miller and our office informed.

Katherine D. Gladfelter

K G:mhc
Encl.

cc: Mr. Armstrong
Miss Miller

Depar
MAY 11 1951
Educational and Medica

May 10, 1951

RE: HAINES, ALASKA

R. Boochever, Esq.
Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

Dear Mr. Boochever:

The Rev. R. Rolland Armstrong has advised Miss Katharine E. Gladfelter of the Department of Educational and Medical Work that the Government has offered to pay $1,000 in settlement of the pending condemnation case which you are handling on our behalf.

Before authorizing you to make any commitment, I would like to have your opinion.

With kind regards, I am

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Miss Katharine E. Gladfelter
Rev. R. Rolland Armstrong

MAY 14 1951
Educational and Medical Work

May 10, 1951

Mrs. Frank Young, Mayor
Haines, Alaska

Dear Mrs. Young:

I hear some talk about the widening and grading of Main Street in the near future. My concern is about our fence which will have to be moved.

When Mr. Forest Young was in recently to talk about it, I thought it was of so little value, that it would not matter much how it was removed, but the other day, while cleaning trash from around it, I saw that much of the woven wire is in good enough condition to use again, and also some of the posts, and in view of the expense and the difficulty of getting new fencing, I would like to see that carefully removed and rolled up so that it can be used again when the fence is replaced.

As to whose job it is to remove that fence, I feel this way, that though it failed to get written into the easement, as we had hoped and planned that in consideration for the easement for the grant of a strip of land along Main Street by the Board of National Missions to the City of Haines, that the City was to remove and replace the fence) that if the City wishes to use the land granted to it, it should share the expense of fence problem by taking care of the removal and by doing it in such a way that the fencing and the good posts would be preserved, and so as to clean up the trash around it without scattering it on our adjacent field. I know that we have no way of forcing the city to do this, and I would be loath to use them if we had, but I know you and the City Council will agree that it is not fair for our men to give double time to this project, which in all fairness we should not be concerned with at all, and that replacing the fence is surely all that you should ask of us.

I don't want to hold up the widening of Main Street if you have the funds and equipment ready to do the job, but considering the heavy spring schedule of our Haines House men, I feel I would be doing us an injustice not to express my feeling in the matter.

Very sincerely yours,

Isabel Miller

CC: Mr. Forest Young
Miss Katharine E. Gladfelter

Mr. Tribus
F. M. Goddard

May 15, 1951

Please read the attached copy of a letter written by Miss Miller to Mrs. Young, the Mayor of Haines, Alaska, and let us know if you think there is anything which you would want to write about this. Miss Gladfelter would appreciate having the matter cleared with her before any letter is sent.

Please return letter to this office.

FMG:ls

Copy for Miss Gladfelter

FELIX J. TONER

Box 500

Juneau, Alaska

May 21, 1951

Miss Isabel Miller
Executive
Haines House
Haines, Alaska

Dear Miss Miller:

We have been somewhat delayed in answering your letter of the 24th of April due to the press of other business. However, attached to this letter is a sketch outlining the work that would be required to provide sewer connections for all the structures that constitutedpart of the Haines House plant.

The total estimated cost of the work involved would be $6000.00. Personally, I believe that the best manner to have the work performed would be to wait until the award of the contract on the Haines Town work was made and then contact the successful contractor and contract with him to handle this work as a part of his overall job. I believe you would secure a better price on the work this way than any other. The necessary equipment and labor would be on hand for the other work and under any other circumstance it might be difficult to get the work done.

The estimated cost is based upon the contract prices now in effect for work in this area. We have used those and added fifteen per cent to them to allow for the recent rises in labor and material costs. Frankly, I am reasonably certain the work can be done for this sum.

Very truly yours,

Felix J. Toner
Registered Engineer

Department of
RECD
MAY 25 1951

May 22, 1951

Mr. Felix J. Toner
Box 500
Juneau, Alaska

Dear Mr. Toner:

Thank you very much for your letter of May 21st with the estimate for our sewer pipe, and for the drawings enclosed.

I am forwarding a copy of your letter and of the drawing to Miss Katharine E. Gladfelter, our executive with whom I visited your office in April. I am sure she will want us to follow your advice and to contact the successful bidder on the City project as soon as we can.

Very sincerely yours,

Isabel Miller

Copy for Miss Gladfelter

Dear Miss Gladfelter: I am enclosing an extra drawing for Dr. Jackman's office.

I. M.

Depar
MAY 28 1951
Educational and Medical Work

May 26, 1951

Mrs. Frank Young, Mayor
Haines, Alaska

My dear Mrs. Young:

When our attorney, Mr. Boochever, was in town yesterday, I had the opportunity to ask his advice about the removal and replacement of our fence along Main Street.

His opinion is that when a grant of land and an easement has been given as in this case, that the fence should both be removed and replaced by the City, regardless of the fact that it is not specifically stated in the deed and other papers accompanying the transfer.

We shall not push the matter until the grading on the street is completed, but we hope at that time the City will be able to help with the replacement of the fence.

I was pleased to see the care with which the fence was taken down, and I am sure that Mr. Schwab will be glad to help plan for the replacement, and possibly furnish some of the posts since they were in bad condition, partly because the snow from the street has been too heavy on them.

I would also like to ask that our exit to Main Street by the church not be made any more difficult when the street is graded, and that provision be made for drainage of Main Street so that it does not flood our field nor come down our drive any more than is absolutely necessary.

I know that the Council will do its best for us as it had in the past, but it seems better to put some of these matters into writing in view of the expected change of executives here at Haines House.

Very sincerely yours,

Isabel Miller

CC: Miss Gladfelter
Mr. Boochever

Haines House

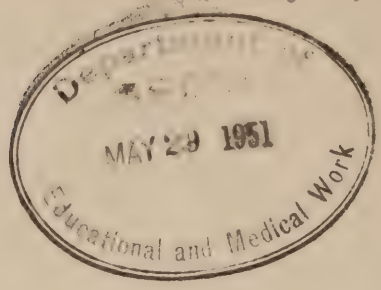
Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

May 26, 1951



Miss Katharine E. Gladfelter
156 Fifth Avenue
New York 10, N. Y.

My dear Miss Gladfelter:

This is just a brief and informal account of the hearing which took place in the City Hall here yesterday regarding the price to be paid for our land by the Army for the ACS tract.

Mr. Boochever came up on Thursday to interview witnesses. He said he did not plan to call me but that I could attend the hearing if I wished. I said that both Mr. Mowry and I would be there. The hearing lasted from ten until noon and then again for a while in the afternoon. Mr. Oslund, Mrs. Young, Mr. Howser, & John Schnable appeared for our side, and Mr. Duncan, Army appraiser, and Mr. J. B. Ward were called for the other side. Mr. Powell was sworn in but did not witness. The three Commissioners, Mr. King, Mr. Lammers, and Mr. Frank Schnable, after hearing the witnesses and the arguments of the attorneys (Mr. Stanley Baskin represented the Army), consulted with each other and later wrote their decision that we were intitled to $1830.00 for the land. When I saw Mr. Boochever at the plane, he said he was well satisfied, but that Baskin was so down about the decision that he feared that his report might bring further proceedings in the form of a jury trial which would be quite expensive for us since the government does not pay costs even when they lose a case.

After hearing the testimony yesterday, both Mr. Mowry and I felt as Mr. Boochever did that we should be satisfied with the amount granted.

I think that you and Mr. Tribus will soon receive further details from Mr. Boochever, but I shall be glad to answer any questions that I can.

Very sincerely yours,

Isabel Miller

Isabel Miller

Copy Miss Gladfelter

6/1/51

LAW OFFICES OF
FAULKNER, BANFIELD & BOOCHEVER
HERBERT L. FAULKNER
NORMAN C. BANFIELD
ROBERT BOOCHEVER
P. O. BOX 1121
JUNEAU, ALASKA

May 28, 1951

Board of National Missions of the
Presbyterian Church in the
United States of America
156 Fifth Avenue
New York 10, N.Y.

Re: United States of America v. Board of National Missions.

Attention: Lucien H. Tribus.

Gentlemen:

I went to Haines on Thursday, May 24, in order to have an opportunity to interview the witnesses prior to the hearing held before three commissioners on Friday as to the value of the land taken by the United States Government.

At the hearing we had as witnesses Mr. Eric Oslund, who was of the opinion that the land was worth $2500, John Schnabel who believed it to be of the value of $3000, and I. B. Howser, who thought that the property was worth approximately $2100. In addition, we called Mrs. Frank Young, Mayor of Haines. In previous conversations with Mrs. Young, she had compared the property to some purchased by her husband at the sum of approximately $500 per lot and some other property purchased by him for $325 a lot. At the hearing, however, Mrs. Young disappointed us by basing her evaluation on more undeveloped property purchased by her husband, for which they paid a considerably lesser sum, so that she judged the subject property to be worth approximately $1,000.

We also had subpoenaed Mr. Ira Powell and had discussed the case with him, but he tended to feel that the property did not exceed $1,000 in value and could not divorce his appraisal from the fact that the church was exempt from city taxation. As a result, we did not use Mr. Powell, but the District Attorney did call him as a witness. Due to our previous conversation, however, Mr. Powell stated that he was prejudiced and refused to give an evaluation, so that he did not damage our position.

Mr. Stanley Baskin, Assistant United States Attorney, represented the government, and had a Mr. Duncan of the Army Engineers as his principal witness. Mr. Duncan was the man who

originally appraised the property at a value of $660 and he attempted to substantiate this evaluation, although it was apparent on cross examination that his figure was based entirely on the lowest sales in that vicinity and the previous government condemnation suit, rather than on a fair average of other transactions in the vicinity.

In addition, Mr. Baskin called Mr. Jack Ward as a witness and Ward testified that he had sold six acres of similar property, portions of which were within two blocks of the main business district of Haines, for a price of $500 an acre. He judged that the church property would have a value of about $750, as he felt it had a slightly superior location as compared with his property.

Although we have not received official word of the outcome of the hearing, we have been informed by a reliable source that the commissioners decided to award the Board $1830.00 as compensation for the property. We consider this a very fair result and of course it is better than the original offer made by the Board to the government of $1500.00. Mr. Baskin was quite bitter on ascertaining that the commissioners had made an award in the sum mentioned but we attempted to show him that it was a reasonable one under the circumstances. This takes on considerable importance, since if Mr. Baskin recommends an appeal, we will have to go through the whole proceedings again before a jury at Juneau. This would be particularly unfortunate, since in condemnation suits against the United States Government, the claimants are not entitled to attorneys' fees or to their costs. We trust, however, that no appeal will be taken.

We shall notify you as soon as the official results of the hearing are learned.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By

R. Boochever

RB:es

MEMO: HAINES, ALASKA, CONDEMNATION SUIT

Mr. Tribus advises us that the acceptance of this check will not prejudice our claim, and since the receipt of this he has had a letter from Mr. Mowry saying that we have been allowed $1,200.00 more. He is writing to Mr. Faulkner questioning the possibility of further appeal.

FMG:ls
6-5-51

C O P Y

Law Offices of
Faulkner, Banfield & Boochever
P. O. Box 1121
Juneau, Alaska

Board of National Missions (etc.)
156 Fifth Avenue
New York 10, N. Y.

May 14, 1951

Re: Haines, Alaska
Attention: Lucien H. Tribus

Gentlemen:

Thank you for your letter of May 10, enclosing copy of letter addressed to Haines Lumber Company, Inc., as of the same date.

With reference to the Government offer to pay $1,000 in settlement of the pending condemnation case, it is difficult to advise whether the offer should be accepted. At the outset it is to be understood that the United States attorney merely suggested that he would recommend a settlement in that sum if we found it agreeable. There is no assurance that the Department of Engineers will concur in the recommendation, although we imagine there is a fair chance that they would go along with the United States attorney in that regard.

We feel that there is a very good chance of obtaining a larger sum of money for the property being condemned. There is always the possibility, however, that the lots might not bring as much as the $1,000 offered. If we had to hazard a guess as to the amount to be decided upon, we would estimate in the vicinity of $1500.00, but any such estimate would at best be highly speculative since it would be contingent on the attitude of the three commissioners appointed by the court. There is the possibility, of course, of obtaining more than $1500.00 for the lots, especially in view of the high price brought by lots in Haines under recent sales. There is one added consideration and that is in regard to attorney's fees which are not allowable as an element of cost against the United States. In fact, we must incur our own costs in the suit. The expenses and added attorney's fee for litigating the matter in Haines will probably amount to a sum close to $150.00.

As a result of the foregoing considerations, we are hesitant to advise one way or the other in regard to the acceptance of the Government's tentative offer, although we are inclined to think that the Board has a fair chance of securing a slightly larger amount by going through with the hearing.

Please advise us by night letter as to whether you wish us to proceed with negotiations for a settlement, since we wish to subpoena our witnesses before the end of this week and we also shall have to make the necessary plans in order to attend the hearing on May 25.

Thank you for your cooperation.

Very truly yours,

FAULKNER, BANFIELD & BOOCHEVER

By (signed)
R. Boochever

RB:es

ls -6-5-51

RE: HAINES, ALASKA, CONDEMNATION SUIT

Copy of letter dated May 10, 1951 to Board of National Missions, 156 Fifth Ave., from R. Boochever, of Faulkner, Banfield & Boochever, P. O. Box 1121, Juneau, Alaska:

"We have moved for a withdrawal of the funds deposited with the Clerk of the Court by the Government in the above entitled condemnation suit. Under the appropriate statutes this sum may be withdrawn without prejudicing our claim for the total amount deemed to be the reasonable value of the property. Since we felt that you would prefer having the $660.00 rather than having it remain in the registry of the Clerk of the Court until the proceeding is consummated, we secured an Order permitting its withdrawal and enclose herewith check of the Clerk of the District Court.

We have conferred with Rev. Armstrong in regard to the offer of compromise proposed by the District Attorney's office but unless we hear from you to the contrary, we are going on the assumption that you wish us to proceed with the trial to be held in Haines on May 25th."

memo

Copy of ~~letter~~ dated May 15, 1951 to Miss Helen P. Wendel from L. H. Tribus:

"The attached check in the amount of $660 was obtained by our attorneys Faulkner, Banfield & Boochever. It represents what the Government deems to be the reasonable value of a block of land owned by the Board at Haines, Alaska, more particularly described as:

Lots 1, 2, and 3, and a part of Lot 4, said lots being on the Southerly side of Main Street in the city of Haines, Alaska, and including a block of unlotted land likewise owned by the Board.

We are suing the Government for a higher award but have been advised by our attorneys that the sum of $660 may be accepted without prejudice."

8/3

May 28, 1951

My dear Miss Miller:

Thank you for sending us the copy of Mr. Toner's letter with the map showing the location of sewer connections with the city system.

We are glad, also, to have a copy of your reply to Mr. Toner, and would now ask you to secure from the successful contractor, as soon as he has been selected, a separate estimate for the hook-up to the Haines House buildings and also to the church and manse.

We appreciate your sending an extra copy of the drawing, which we shall be glad to share with Dr. Jackman.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

KEG/G/ls

Dr. J. Earl Jackman - Dept. of Work in Alaska
K. E. Gladfelter - Educational and Med. Dept.

May 28, 1951

Attached is a copy of the proposed layout for the sewer connections at Haines. Miss Miller sent us an extra copy, with the request that we hand one to you.

We are asking Miss Miller to secure from the successful contractor, as soon as he has been selected, separate estimates covering the Haines House hook-up and the church and manse hook-up. We shall share these with you as soon as they are received.

KEG/G/ls

May 31, 1951

My dear Miss Miller:

We have received your letter of May 26th, giving an account of the hearings which took place at the City Hall in regard to the Board's claim in connection with the property condemned by the Government. In view of what you have said, I am now recommending to Mr. Tribus that we accept the $1,830.00 offered for this property, even though it does seem that we should receive a better settlement.

Thank you, also, for sending the copy of your letter to Mrs. Young about the removal and replacement of the fence along Main Street. We shall appreciate being kept informed as to the results of this correspondence.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

KEG/G/ls

Mr. Lucien H. Tribus
F. M. Goddard

May 31, 1951

Attached is a copy of a letter written by Miss Miller to Mrs. Frank Young, mayor of Haines, Alaska, in regard to the removal and replacement of the fence along Main Street. We are sending this for your information.

I believe you have our former letter regarding this and we would appreciate it if you would return it for our files.

FMG:ls

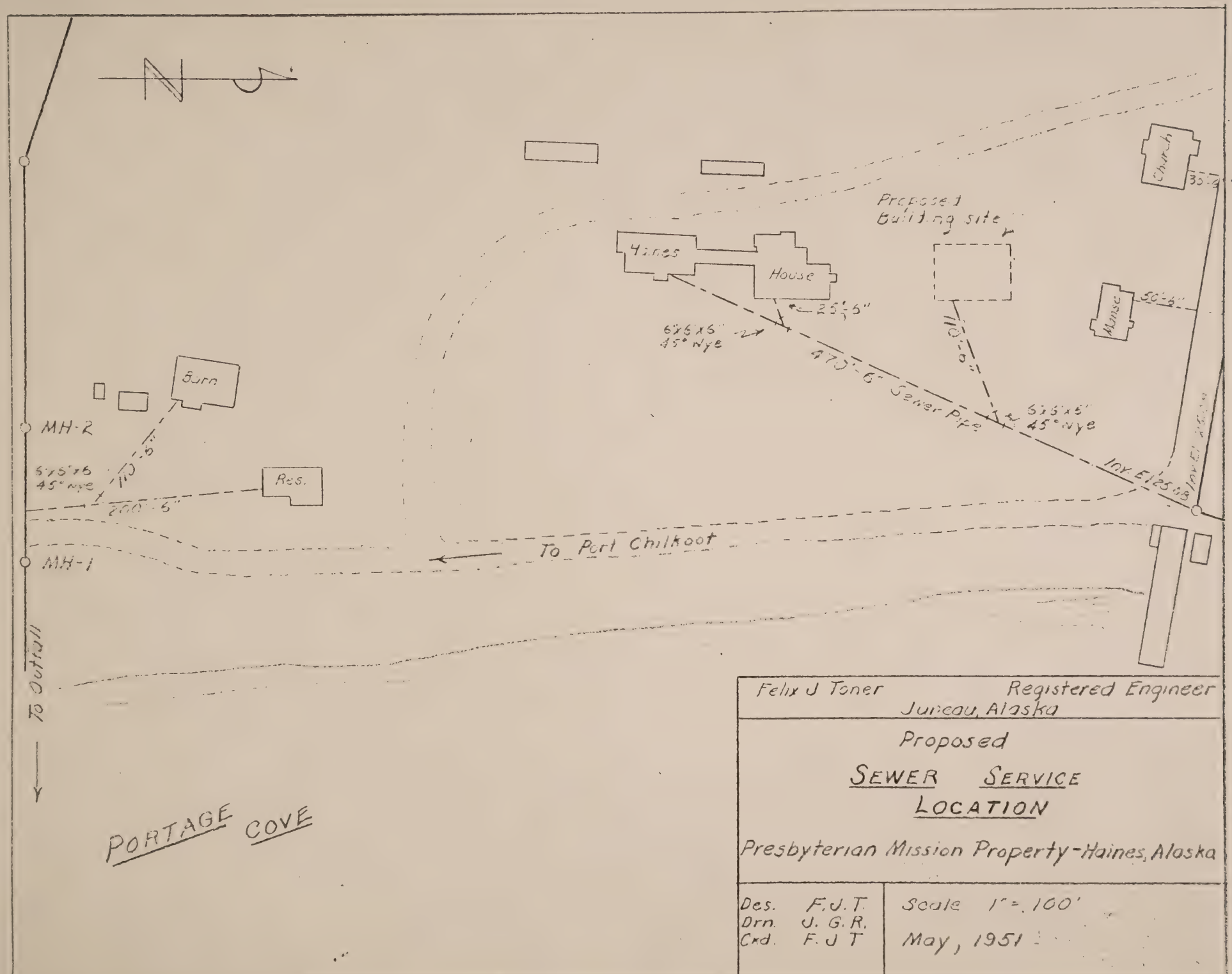
Mr. Lucien H. Tribus
F. M. Goddard

May 31, 1951

Miss Gladfelter has asked me to send you the attached copy of a letter received from Miss Miller in regard to the Government condemnation proceedings.

Under the circumstances, Miss Gladfelter now recommends that we accept the $1,830.00 allowed.

FMG:lb



Felix J Toner Registered Engineer
Juneau, Alaska

Proposed

SEWER SERVICE LOCATION

Presbyterian Mission Property - Haines, Alaska

Des.	F.J.T.	Scale 1" = 100'
Drn.	J.G.R.	
Cnd.	F.J.T.	May, 1951

Department of
JUN 4 19
Educational and Medical Work

June 1, 1951

Re: United States of America v.
Board of National Missions

Faulkner, Banfield & Boochever
P.O.Box 1121
Juneau, Alaska

Att: R. Boochever, Esq.

Gentlemen:

I have read with great interest your letter of May 28, 1951, with regard to the above captioned action. I had already been advised in confidence by the Rev.R.Rolland Armstrong of the figure awarded.

I want to express my appreciation to your firm for the excellent work that you did on our behalf.

Most probably we will be hearing from the Commissioner soon. I would appreciate it if you will advise me how long a time the Government has in which to repeal.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Miss Katharine Gladfelter

MEMO. TO: Dept. of Educational & Medical Work — June 7, 1951
Att: Miss Florence M. Goddard
FROM: Mr. John M. Steinmuller
RE: Haines, Alaska

We return herewith copy of Miss Miller's letter of May 10, 1951, to Mrs. Frank Young, Mayor of Haines.

The legal rights and obligations of both the Board and the City of Haines having been set up in the easement agreement already executed by the Board and delivered to the city, we believe that the best avenue of approach to the public officials in connection with the fence matter would be impressing upon them that throughout the years the Board of National Missions has cooperated fully with the municipality in granting easements for the widening of Main Street, the extension and drainage of Third Avenue, providing access toward auxiliary water supply for fire purposes, etc.

Undoubtedly with the further growth and expansion of the municipality, there will be occasions when the Board will be called upon to cooperate again. The city officials should be impressed with the fact that future cooperation of this Board may be jeopordized by their treatment of the Board in this fence issue.

John M. Steinmuller
Legal Division

JMS:D
Attach.

JUN 7 1951
Educational and Medical Work

June 8, 1951

My dear Miss Miller:

Miss Gladfelter has asked me to let you know that we referred to Mr. Tribus the copies of your two letters of May 10th and May 26th to Mrs. Young in regard to the fence along Main Street.

Mr. Tribus has replied as follows:

> "The legal rights and obligations of both the Board and the City of Haines having been set up in the easement agreement already executed by the Board and delivered to the city, we believe that the best avenue of approach to the public officials in connection with the fence matter would be impressing upon them that throughout the years the Board of National Missions has cooperated fully with the municipality in granting easements for the widening of Main Street, the extension and drainage of Third Avenue, providing access toward auxiliary water supply for fire purposes, etc.
>
> "Undoubtedly with the further growth and expansion of the municipality, there will be occasions when the Board will be called upon to cooperate again. The city officials should be impressed with the fact that future cooperation of this Board may be jeopordized by their treatment of the Board in this fence issue."

Very sincerely yours,

Florence M. Goddard
Assistant, Department of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska

FMG:ls

cc: Rev. Donald A. Schwab

Prof
Haines

Mr. Tribus
Florence M. Goddard — June 22, 1951
Haines, Alaska - Condemnation Suit

I passed on to Miss Gladfelter your comment on Faulkner Banfield's letter regarding Haines Alaska Condemnation suit and she asked me to say that she agrees with you that she would prefer not to settle but fight it out.

Florence M. Goddard

FMG:lhc
Attached.

Board of National Missions of the Presbyterian Church in the United States of America

156 Fifth Avenue, New York 10, N. Y.

June 26, 1951

Re: United States of America v.
Board of National Missions

Paulkner, Banfield & Boochever
Post Office Box 1121
Juneau, Alaska

Gentlemen: Attention: Mr. R. Boochever

We have given your letter of June 18, 1951, with reference to the above entitled action, careful consideration and are of the opinion that unless you are able to obtain a settlement for the sum of $1700.00 plus interest on the unpaid portion of that sum from the date of taking at six percent per annum, that we should fight the Government appeal to the last ditch.

Very truly yours,

Lucien H. Tribus
Legal Counsel

COPY

LHT:cbw
CC: Dr. Locke
Miss Gladfelter

Department of
REC'D
JUN 27 1951
Educational and Medical Work

MEMO TO: KEG June 29, 1951

FROM: FMG

You will note what I have ~~sent her~~ said here about the grant for this sewerage connection. There is a good balance in Property Condemnation and Rental, so you could find the funds there if you desire. The present balance is $2,835.04

June 29, 1951

My dear Mr. Schwab:

We have received the bills which you sent in under date of June 25 and note that among these you have included a paid bill for $61.27 covering materials for the greenhouse. You have marked it to be charged to the Drainage appropriation. This was the original designation of that grant but since we have recently provided another Drainage Grant we suggest that you mark other bills ~~for the~~ "greenhouse" to be charged to Haines Property Condemnation and Rental Account SP-8, which was the original source of this grant. After paying the bills just submitted, your balance will be $160.94 and we understood that this was to cover both the greenhouse and $50.00 for linoleum in the dish room. Please let us know if this is correct.

You have also sent in a bill for $40.00 to cover Mr. Toner's services in connection with the sewer plans, and on this you have put a question mark for the account. Upon looking up the correspondence, I find that on May 2 we asked Miss Miller to give us a statement as to the cost of tying our buildings to the new sewerage system. We also asked that she break down the estimate so as to show the cost for our buildings and for the church and manse separately. Since we have not received this estimate yet we have not been able to make any arrangement to cover the cost. For the time being, therefore, we shall be obliged to charge this $40.00 to Haines Upkeep Account, but if a grant can be secured from some other source later we shall then transfer this charge. Miss Gladfelter hopes that you can send us this estimate at an early date.

Very sincerely yours,

Florence M. Goddard
Assistant, Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:ls

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

Dept. of Ed. & Med. Work
December 6, 1951

Mr. Donald A. Schwab
Haines House
Haines, Alaska

Easement submitted by Mr. Wilson approved by Board today. Sending signed copies airmail.

Katharine E. Gladfelter

KEG/G/as

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Mr. Tribus - Property Department
Miss Goddard - Dept. of Ed. & Med. Work
Haines House, Haines, Alaska

December 6, 1951

The Board at its meeting today took the following action:

"THAT the Board approve the granting of an easement to the Town of Haines, Alaska for a right of way across the Board's Haines House property for an underground drainage and sewage system, this easement, approved by the Board's legal counsel, to supercede if possible the previous easement signed for the Board November 7, 1949 and that the proper officers of the Board be authorized to sign this easement."

Since the deadline for the bidding on this project is December 12, we are wiring Mr. Schwab that the Board has approved and that signed copies of the easement will be sent airmail. These should be mailed today if possible.

We presume you will add what ever is necessary to cover the cancellation of the previous easement.

Florence M. Goddard

FMG/as

64-1

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

D A Schwab

December 16, 1951

Keil & Peterman Construction Co.
Juneau,
Alaska

Gentlemen:

The mayor of Haines has informed me that you are the successful bidders on the sewer and water project here at Haines.

We are interested in adding a branch line to the project, and Mr. Felix Toner has made a survey of our needs. If you are interested in this additional job while your equipment is at Haines would you kindly get a copy of Mr. Toner's map, and see me sometime when you are at Haines.

Very truly yours,

cc: Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

Department of
DEC 26 1951
Educational and Medical Work

Keil and Peterman Bid Low on Haines Water-Sewer Project

Representatives of six construction firms which bid on a sewer and water project at Haines, were present at the Alaska Public Works office last evening when bids were opened.

Keil and Peterman of Juneau submitted the low bid of $247,022. Engineers estimate was $238,000.

The project is for extension of water supply lines and sewer improvements. The low bid was for cement asbestos pipe for both sewers and water.

Other contractors bidding were: Carson Construction Co., Helena, Mont., $306,975; Berg Construction Co., of Juneau, $324,436; Morrison-Knudsen of Seattle, $392,515; Joe Lundberg Construction Co., $400,-094; and Macri Construction Co. Anchorage, $447,067.

9

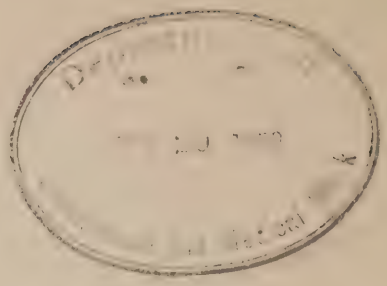
Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive



February 15, 1952

Miss Katharine E. Gladfelter
Board of "ational "issions
NewYork, N.Y.

My dear Miss Gladfelter:

I have not yet heard from Keil and Peterman Construction Company of Juneau (a carbon of which I sent you Dec. 16.) Sewer construction will start in April.

However Mr. Lyons (one of the City Councilmen) came down to see me yesterday with reference to the sewer and water system since he is making the survey for the city to see that folks in the city hook up with the system. He tells me that their basic bid for the city was $4.92 per ft, installed on 6" concrete sewers.

I think that the city is figuring on having them do all of the digging for the installation at a cost of $2.00 per ft, and furnish the 6" pipe at wholesale for those who wish to take advantage of it. The present market price (wholesale) in Seattle is 73¢ per ft, and we can save money by contracting with local labor (even at a cost of $3.00/hr) for installation rather than paying the contractor do the whole job. He will do the digging only, at the city request, for $2.00, and we pay 79¢ for pipe, and take care of our own installation.

However, if we wish to take advantage of the city price of pipe, which is wholesale, we must place our order with them within the next ten days. The Toner map, (which Miss Miller mailed you May 22, 1951) calls for 915 ft of pipe.

If you want me to take advantage of this wholesale price of buying thru the city, will you please wire me.

Another item in this connection: we should also lay 2 45 degree wyes in the line, so that the new building for girls, can be hooked into the system. There seem to be two possible locations that would provide for where-ever we decide to place the new building---somewhere in the line from the Ex. cottage (should we decide on a location between Haines House and town); or, alternately, near the Everest residence, should the location fall between the boys building and the farmers cottage.

We should also add a little to our water system: there is a 4 inch water main going to the fire hydrants near our buildings: but only a 1 inch main to both of our buildings. This means that the 1½ inch fire protection equipment in both buildings is fed by only a 1 inch pipe (with very little pressure) so we should have a minimum of 1½ (or even a 2" line) to both buildings. This will take very little pipe (less than 100 ft. would do it, to give us really adequate fire equipment.)

Very sincerely yours,

D. A. Schwab

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	X

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Department of Ed. & Med. Work
February 21, 1952

3/19

Donald A. Schwab
Haines House
Haines, Alaska

Approve taking advantage saving by ordering pipe through City.
Awaiting information total cost including 2 inch water line.

Katharine E. Cladfelter

KEG/G/as

March 27, 1952

My dear Mr. Schwab:

On February 21 Miss Gladfelter wrote you authorizing the purchase of pipe for the sewer and water system in accordance with the recommendation in your letter of February 15.

We have been hoping to receive further word from you as to the probable cost of the system and would be glad if you would let us know when you expect to be able to supply this.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. D. A. Schwab
Haines House
Haines, Alaska

FMG/as

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

Department of
REC'D
APR 24
Educational and Medical Work

April 17, 1952

Miss Florence M. Goddard
Board of National Missions
156 Fifth Ave.
New York 10, N. Y.

My dear Miss Goddard:

I am sorry I could not answer your letter of March 27th regarding the pipe for the sewer and water system before this. I checked with the contractor when he was in Haines early last week, and Mr. Mowry and I have discussed the sewer and water system and I still will have to give you a guess as to the probable cost on the water pipe. Some of the pipe that must be replaced is underground and also under three feet of snow.

It will take about 200 feet of two inch galvanized pipe to put two inch lines from the four inch main to both of our buildings. This would insure sufficient pressure on our inch and a half interior fire hoses. I believe that we will be able to take care of the digging and installation of this ourselves so that we have no labor charge. The pipe and fittings would be about $125.00.

There is one other problem, however. When the four inch water mains were connected by the city George Everest told me that some of the galvanized wrapped wood stave pipe was replaced and he thought that all new pipe was laid from the fire hydrants to the edge of the Haines House-church property line but that the church side of the line still has old pipe and ought to be replaced since it leaks at times. Since the church will not use this four inch line in their installation it is up to us to replace this pipe across the church lot to the new city water main. I can only guess at the cost. If George was correct this would mean replacing about 125 feet of the old line but of course I cannot be sure that there was new pipe laid clear across our own lot. Mr. Mowry and I both feel that while the contractor is here and can do the digging that it will be better to renew this line than to have it go out on us when the new line with city pressure is connected to our line. This cost would be about 90¢ a foot for pipe and $2.00 a foot for the digging and we would make our own installation.

The total cost for both water and sewer will then be somewhere around the $6,000. estimate that Mr. Toner gave us for the sewer estimate alone. We can save enough on the installations of the sewer by doing part of the labor ourselves to pay for the added cost of the water mains which were not included in the Toner estimate.

Very sincerely yours,

D A Schwab

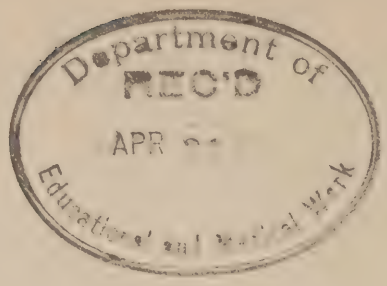
Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive



April 18, 1952

Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N. Y.

My dear Miss Gladfelter:

Several months ago Mrs. Frank Young, President of the Haines School District, and I discussed the plans for the future of the Haines school. Mrs. Young stated that they hoped to build in 1953, and that the building would cover practically all of their land and leave no play area.She asked me to check our file with reference to the school board acquiring some additional land from the Board of National Missions for playground purposes. Although I have searched I find no record so I am wondering if you and Miss Miller had discussed the matter verbally.

Mr. Mowry and I talked with Mrs. Young and also with Mr. Howser of the school board and learned that they are hoping to build in 1953 at a cost of $411,000.00. They plan to raise fifty percent of this locally and receive federal funds for the balance. The building will be a utility building from poured concrete similar to the construction they already have. I am sure that you will be interested in the proposed plan and I was able to secure an artist's sketch which I am inclosing.

Since the school board is anxious to obtain some additional property for playground purposes from us adjacent to the land they now have, probably on Third Avenue, will you please advise me your reaction to the matter.

Very sincerely yours,

D. A. Schwab

April 25, 1952

My dear Mr. Schwab:

Miss Gladfelter has asked me to acknowledge your letter of April 18 reporting the plans of the School District for an enlarged school building. This came in just as Miss Gladfelter was about to leave for a short trip, and there was no time therefore to check the files relative to previous suggestions for additional land. She has asked me to do this, however, during her absence so as to have information ready for consideration upon her return.

In the meantime, we would suggest that if the School District has any particular suggestions as to the amount of land or location of land which they would like to have, you forward this information to us by return mail, with a sketch showing location.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. Donald A. Schwab
Haines House
Haines, Alaska

FMG/as

Mr. Tribus - Property Department
Miss Coddard - Ed. & Med. Work
Haines House, Haines, Alaska

April 28, 1952

Attached is a letter just received from Mr. Schwab in regard to the water system which the City of Haines is proposing to install. In this you will see he refers to an estimate of $6,000. given by Mr. Toner for sewer installation for our property. We are wondering whether you have any previous correspondence about this in your files, or whether you discussed this matter when you were at Haines. We presume that if the City is ready to install a water and sewer system in the near future we should be prepared to ask for a grant at the May meeting of the Board, so are anxious to have all of the information which is in hand. Our file concerning it is rather meager.

Florence M. Goddard

FMG/as

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept. of Educational & Medical Work-Miss Goddard
FROM: Mr. L. H. Tribus DATE May 1, 1952
RE: Haines House, Haines, Alaska
(Water Supply)

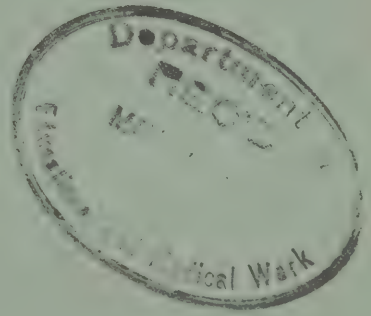
This is in reply to your memorandum of April 28, 1952.

My files do not throw any satisfactory light on the city installed water and sewer system which would be practical to meet the present situation. In my judgment I would ask for a grant of an approximate amount of $6,000 to $7,000 and then secure accurate estimates of the cost. I return herewith Mr. Schwab's letter of April 17, 1952.

LHT

Lucien H. Tribus
Legal Counsel

LHT:D



May 2, 1952

My dear Mr. Schwab:

We have received your letter of April 17 in regard to the sewer and water system and note that you have checked this with the contractor and with Mr. Vowry but are unable to give definite information as to the cost of pipe and connections, since much of the ground is still under water so that measurements cannot be made. You refer in your letter to Mr. Toner's estimate of around $6,000. for the sewer alone and state that you believe that the total cost of both water and sewer installations will be about that amount, since you will be able to do much of the work yourselves.

What we need to know now is when it will be necessary to do this work. As you probably know, the Board postponed its regular annual meeting from April to the end of May. In doing this it was decided to omit the June meeting. Therefore, the last meeting before the summer will be the end of May, and if it is necessary to have funds available for this work before September we will need to have the information in not later than May 12. Please let us know therefore how soon this work should be done.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. D. A. Schwab
Haines House
Haines, Alaska

FMG/as

P.S. We do not find this estimate in our files. If you have it please send us a copy.

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

Department of ... and Medical Work
REC'D
MAY 12 19..

May 7, 1952

My dear Miss Gladfelter:

This will reply to Miss Goddard's query of the 2nd, and give further information on my letter of the 17th of April regarding the sewer.

We will need to do the work this spring while the contractor is here. Some of his equipment is already here, and supplies etc. are expected on the boat this week. They plan to start within a week. You will recall that you wired me to purchase the pipe thru the city so that we could buy it wholesale, and this has been done, so we will need funds to pay for it upon arrival.

We plan, as previously indicated, to have the contractor dig for us at a cost of $2.00 per ft. so we will need to have the funds set up for this at the May meeting of the Board. We expect to lay the pipe ourselves, and effect quite a saving--- sufficient, I hope, to pay for the water pipe and installation not included in the Toner estimate.

With reference to the Toner estimate I find in my files that Miss Miller sent this to you on May 22,1951 together with a letter and a map. If you have difficulty in locating the map, you will see it indicated on the school sketch I am sending with another letter, and I am inclosing a copy of Mr. Toner's letter. i.e. the sewer line

Very sincerely yours,

D A Schwab

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

May 7, 1952

Miss Katharine E. Gladfelter
Board of National Missions
New York, N.Y.

My dear Miss Gladfelter:

As per your recent letter, I have sketched off the area that the school board of Haines is interested in, and marked it in red. I suppose they are interested in a grant, and they will want enough to use it for playground purposes, since their proposed school building will be almost the same size of their present lot. Of course they would like the whole area, clear to the highway, but I think that the area on the highway, if and when that area develops, might someday be valuable, and I think we should retain a part of it. And we should also retain a right to cross the area.

Incidentally, they will need to drain the area, and I have suggested to them that maybe we could go together and run a ditch from the intersection of 3rd St. and the Highway(the low spot) down past our barn which would give us much more farm area in what is now swamp, also put it low enough that we can drain the south part of our property i.e. south of the highway. If the school board gets behind it we might get the Alaska Road Commission to use some of their equipment sometime.

I am inclosing a sketch, also an old picture that I believe you gave me a couple years ago. (I have located the photographer and now have a couple of the same print in an 8 x 10).

Very sincerely yours,

D A Schwab

C O P Y

May 21, 1951

Miss Isabel Miller
Haines House
Haines, Alaska

Dear Miss Miller:

We have been somewhat delayed in answering your letter of the 24th of April due to the press of other business. However, attached to this letter is a sketch outlining the work that would be required to provide sewer connections for all of the structures that constitute part of the Haines House plant.

The total estimated cost of the work involved would be $6,000. Personally, I believe that the best manner to have the work performed would be to wait until the award of the contract on the Haines town work was made and then contact the successful contractor and contract with him to handle this work as part of his overall job. I believe you would secure a better price on the work this way than any other. The necessary equipment and labor would be on hand for the other work and under any other circumstance it might be difficult to get the work done.

The estimated cost is based upon the contract prices now in effect for work in this area. We have used those and added fifteen per cent to them to allow for the recent rises in labor and materials costs. Frankly, I am reasonably certain the work can be done for this sum.

Very truly yours,

(Signed)

Felix J. Toner
Registered Engineer

Department of Educational and Medical Work

May 13, 1952

Other Matters

Haines House, Haines, Alaska

WHEREAS the City of Haines, Alaska is planning to install a water and sewer system for the town and

WHEREAS it would be to the Board's advantage to connect Haines House with such a system, plans for which will probably be consummated this summer,

THEREFORE THAT the Board authorize the Department of Educational and Medical Work in consultation with the Treasurer and the Board's Legal Counsel to take such steps as may be necessary, including the drawing up of a contract, and

THAT the proper officer of the Board be authorized to sign any necessary papers.

May 21, 1952

My dear Mr. Schwab:

Miss Gladfelter has asked me to write you that the proposal for the connection of Haines House with the town water and sewer system was considered last week by the Cabinet and Administrative Council and was approved. This, of course, was not the final approval as the question must be presented to the Board at its meeting at the end of May. In anticipation, however, of approval by the Board, Miss Gladfelter thought that it might be wise for you to take some preliminary steps. It will be necessary, of course, to secure a written contract and we suggest that you have this drawn up and send it to us as soon as possible so that it can be reviewed by Mr. Tribus and be ready for siganture as soon a the Board has acted upon the matter.

In anticipation of favorable consideration, we are asking for funds up to $6,000.00 which was the figure suggested by Mr. Toner and we shall need to have a definite bid from the contractor before the agreement can be signed.

We would appreciate it if you would let us have this information as soon as possible.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Mr. D. A. Schwab
Haines House,
Haines, Alaska

FG:el

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

Department of
RECD
Education and Medical Work

May 23, 1952

Miss Katharine E. Gladfelter
Board of National Missions,
156 Fifth Ave.
New York 10, N.Y.

Dear Miss Gladfelter:

I have just checked with Mr. Jenny, Foreman for the Kyle & Peterman Construction Company, with reference to the contract for the digging. He states that they will be digging for many individuals at the city request, and that they are arranging a contract thru the city so that the city will be responsible for the payments, etc. He stated that they would prefer not to have a lot of little contracts. The city is scheduled to approve their contract form sometime next week. I presume that it will be the simplest for us to come under this procedure: i.e. give our digging contract to the city and pay them, and they in turn will sub-contract it with the contractor.

I shall get a copy of this as soon as it is approved by the city, and send it to you. This will apply only to machine digging, and the last few feet, up to the edge of the buildings, will have to be done by hand.

Very sincerely yours,

D A Schwab

COPY

HAINES HOUSE

Haines, Alaska

May 23, 1952

Miss Katharine E. Gladfelter
Board ofNational Missions,
156 Fifth Ave.
New York 10, N. Y.

Dear Miss Gladfelter:

I have just checked with Mr. Jenny, Foreman for the Kyle & Peterman Company, with reference to the contract for the digging. He states that they will be digging for many individuals at the city request, and that they are arranging a contract thru the city so that the city will be responsible for the payments, etc. He stated that they would prefer not to have a lot of little contracts. The city is scheduled to approve their contract form sometime next week. I presume that it will be the simplest for us to come under this procedure: i.e. give our digging contract to the city and pay them, and they in turn will sub-contract it with the contractor.

I shall get a copy of this as soon as it is approved by the city, and send it to you. This will apply only to machine digging, and the last few feet, up to the edge of the buildings, will have to be done by hand.

Very sincerely yours,
(sign)
D. A. Schwab

May 27, 1952

AIRMAIL

My dear Mr. Schwab:

Thank you for the material enclosed in your letter of May 7 relative to the additional area in which the Haines School Board is interested.

I am a little puzzled by Mrs. Young's reference to possible correspondence about the local Board acquiring additional land from this Board for playground purposes. There was correspondence over four years ago about the city acquiring the tract at Main Street and 4th Avenue then used as a playground and this acre was deeded to the city at that time. There seems to be no record here of correspondence about any additional property so a formal request should be made by the Board. This should include full information about the plans for the school, i.e. the number of children being planned for, the type of playground contemplated, etc.

The section shown on your map seems considerably more extensive than is actually needed and in view of its potential value if the town develops I agree that we should scarcely consider granting the entire area. Is some payment out of the question since the city hopes for Federal aid? Incidentally how is the money to be raised locally to be secured?

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

KEG:mhc

June 3, 1952

My dear Mr. Schwab:

Upon recommendation of this Department the Board at its meeting on May 28-29, 1952, approved the following resolution:

> WHEREAS the City of Haines, Alaska is planning to install a water and sewer system for the town and
>
> WHEREAS it would be to the Board's advantage to connect Haines House with such a system, plans for which will probably be consummated this summer,
>
> THEREFORE THAT the Board authorize the Department of Education and Medical Work in consultation with the Treasurer and the Board's Legal Counsel to take such steps as may be necessary, including the drawing up of a contract, and
>
> THAT the proper officer of the Board be authorized to sign any necessary papers.

From your letter of May 23 we understand that the Kyle & Peterman Construction Company is preparing a contract for the city which will include the digging for connections with our building, and that you will submit a copy of the contract as soon as it has been approved by the city. We shall look forward to receiving this at which time it will be referred to the Treasurer and the Board's Legal Counsel for approval.

From the attached Notice of Repair Grant you will see that the Board has approved the sum of $3000.00 from National Missions Buildings and Repairs fund. The other $3000.00 which will be needed for this work, will be provided from the Haines House property account, so you may count on $6000.00.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

KEG/ G/gc

Mr. I. M. Tribus
Miss Florence M. Goddard

June 3, 1952

Attached is a copy of a letter which we have just received from Mr. Schwab in regard to the water and sewer system at Haines House, Haines, Alaska, the installation of which the Board approved at its meeting on May 28-29. Please let us know if the suggestion Mr. Schwab has made regarding the contract is satisfactory. We shall of course refer this contract, which he says he will send, to you just as soon as it is received.

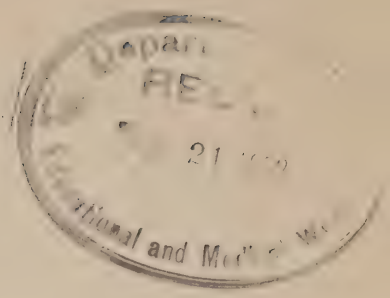
Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive



July 15, 1952

Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Gladfelter:

Several weeks ago Mr. Kyle of the Kyle and Peterman Construction Company, who are putting in the Haines sewer came to see me regarding the possible change of the city easement crossing the land back of our barn. In trying to make the installation they found that the land was muskeg, and sufficiently swampy that it was impossible to get their machinery through to lay the sewer line. Mr. Armstrong and I checked with the various officials concerned, and we both feel that the easement should be changed for two reasons: The cost of drainage would be prohibitive, and also the fact that were we to hold the city and the contractor to the original location would mean that at some future time there might be a settleing of the pipes, allowing all the city sewage to flow into our land.

Mr Kyle and the city officials, and the Public Works engineer have proposed that the line be run approximately 100 ft further to the north than the original survey, where the ground is firm enough to support their equipment. This is entirely logical, and will not interfere with any future sub-dividing, nor any of our garden area----for all of the land involved is pasture land. I have asked that they submit a survey, so that the easement can be changed. They were just in the office a few minutes ago with the proposed sketch, and I am inclosing it herewith. You will note that the change comes between Third Ave. and the land back of the barn.

They understand, of course, that we cannot obtain Board action on this until September. However, with all of their equipment here, and with a time limit in the contract we cannot wait until this. They would like permission to cross the land and make the installation at this time. Mr. Armstrong and I both are in complete agreement on the change as it is the only thing that can be done. Would you kindly give this your endorsement. Please wire your reply.

Very sincerely yours,

D A Schwab

C-O-P-Y

Haines House, Haines Alaska

July 15, 1952

Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Gladfelter:

Several weeks ago Mr. Kyle of the Kyle and Peterman Construction Company, who are putting in the Haines sewer came to see me regarding the possible change of the city easement crossing the land back of our barn. In trying to make the installation they found that the land was muskeg, and sufficiently swampy that it was impossible to get their machinery through to lay the sewer line. Mr. Armstrong and I checked with the various officials concerned, and we both feel that the easement should be changed for two reasons: The cost of drainage would be prohibitive, and also the fact that were we to hold the city and the contractor to the original location would mean that at some future time there might be a settleing of the pipes, allowing all the city sewage to flow into our land.

Mr Kyle and the city officials, and the Public Works engineer have proposed that the line be run approximately 100 ft further to the north than the original survey, where the ground is firm enough to support their equipment. This is entirely logical, and will not interfere with any future sub-dividing, nor any of our garden area----for all of the land involved is pasture land. I have asked that they submit a survey, so that the easement can be changed. They were just in the office a few minutes ago with the proposed sketch, and I am inclosing it herewith. You will note that the change comes between Third Ave. and the land back of the barn.

They understand, of course, that we cannot obtain Board action on this until September. However, with all of their equipment here, and with a time limit in the contract we cannot wait until this. They would like permission to cross the land and make the installation at this time. Mr. Armstrong and I both are in complete agreement on the change as it is the only thing that can be done. would you kindly give this your endorsement. Please wire your reply.

Very sincerely yours,

Haines Common Council

Haines, Alaska
July 15, 1952

Project Aaa. 50-A-115
Haines Alaska
Water and Sewer.

Mr. Donald A. Schwab
Director, Haines House
Presbyterian Mission
Haines Alaska.

Dear Mr. Schwab;

We hereby submit for your consideration a sketch of the proposed realignment of the sewer line across the Mission's property for the purpose of obtaining a new easement. This realignment is necessary in order to obtain soil of suitable bearing value to support the sewer pipe and manholes. The original route runs through pockets of insufficient bearing value to support these structures.

We wish to express our sincere gratitude to you for your cooperation with us during the development of this project.

Your early consideration of this request for the new easement will be greatly appreciated.

Very truly yours

Earl G. Lammers, Mayor
Earl G. Lammers
By Clarence L. Lyons
Chm. of Council Committee on
Water-Sewer Project.

Haines Common Council

Haines, Alaska

Reverend Donald Schwab
Director, Haines House
Haines, Alaska

Dear Sir:

Mr. Lyons, representative of the City in the construction of the new water and sewer project advises that you would appreciate some information on costs relating to ditching and backfill done by the contractor for individuals.

Our agreement with the contractor states that the charges for ditching is $1.00 per lineal foot for digging and $10.00 per hour for backfill. The contractor reserves the right to refuse excavation whenever he hits hardpan or impossible digging conditions. The cost of this operation is based on very conservative figures and could not be accomplished at this figure only that it is related to the over all project and the contracter is not interested in making a profit from the individual property owner. The City receives no commission whatsoever from this operation but merely acts as the agent.

Yours very truly,

Leonard Lang
City Clerk

Department of Educational and Medical Work

Mr. Tribus
Miss Gladfelter

July 21, 1952

1P

Here is another rush request from Mr. Schwab for a change in the easement for the sewer line which the city is to construct across our property in Haines.

Since the new location will avoid Muskeg and possible future settling and since Mr. Schwab and Mr. Armstrong recommend the change, can approval for the new location be given now subject to ratification if needed by the Board in September?

Katharine E. Gladfelter

KEG:aw
Attach.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Gladfelter
FROM Mr. John M. Steinmuller DATE July 22, 1952
RE: Haines, Alaska (Easement)

This acknowledges your memorandum of July 21, 1952 addressed to Mr. Tribus. With reference to a change in the easement for the sewer line, Mr. Locke's approval will suffice but he will not be available until next week.

John M. Steinmuller
Legal Division

D.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	X

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

JULY 23, 1952

REV. DONALD A. SCHWAB
HAINES HOUSE
HAINES, ALASKA

IMPOSSIBLE SECURE ACTION YOUR RECOMMENDATIONS FOR SALE OF GRAVEL AND CHANGE IN SEWER LINE EASEMENT UNTIL LOCKE RETURNS TO OFFICE NEXT WEEK. WILL THEN WIRE AGAIN.

KATHARINE E. GLADFELTER

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER X	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

(copy)

JULY 23, 1952

REV. DONALD A. SCHWAB
HAINES HOUSE
HAINES, ALASKA

IMPOSSIBLE SECURE ACTION YOUR RECOMMENDATIONS FOR SALE OF GRAVEL AND CHANGE IN SEWER LINE EASEMENT UNTIL LOCKE RETURNS TO OFFICE NEXT WEEK. WILL THEN WIRE AGAIN.

KATHARINE E. GLADFELTER

DON'T WAIT TELEGRAPH !
FORM 6245(50)

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

OA 032

O.SEA 033 23 COLLECT NL VIA TP=HAINES ALASKA 28=

KATHERINE GALDFELTER SEC EDUCATIONAL AND MEDICAL WORK BOARD OF NATIONAL MISSIONS 156 FIFTH AVE NYK= 5242 CHZ

ARRIVED TODAY CHECKED NEW SEWER INSTALLATIONS CRISIS REQUIRES IMMEDIATE ACTION ON CHANGE OF EASEMENT WIRE PERMISSION TO PROCEED AS PER SCHWAB LETTER=

T G MOWRY ••0

Department of REC'D JUL 29 1952 Educational and Medical Work

Department of Educational and Medical Work

Mr. Steinmuller
Miss Irvine
Haines, Alaska (Easement for Sewer Line)

July 29, 1952

In Miss Gladfelter's absence, I am quoting to you the following wire just received from Mr. Mowry relative to the easement for the sewer line at Haines:

"Arrived today checked new sewer installations crisis requires immediate acion on change of easement wire permission to proceed as per Schwab letter."

Can you secure Mr. Locke's approval on this change as requested in Miss Gladfelter's memo of July 21, so that permission can be sent today?

Helen E. Irvine

HEI:aw

X

Board of Nat'l Missions

Department of Educational and Medical Work

REV. DONALD A SCHWAB
HAINES MISSION
HAINES, ALASKA

July 29, 1952

LOCAL FOR BOARD APPROVES SALE 6000 YARDS GRAVEL 5 CENTS PER YARD AND SHIFT SEWER EASEMENT ACCORDING LETTERS JULY 15.

KATHARINE E. GLADFELTER

cc: Mr. Tribus

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept. of Educational & Medical Work-Miss Goddard
FROM Mr. L. H. Tribus DATE
RE: Haines House, Haines, Alaska
(Water & Sewer System)

Thank you for your memorandum of June 3, 1952 with regard to the construction of the water and sewer system at Haines House, Haines, Alaska. After reading Mr. D.A.Schwab's letter of May 23, 1952 to Miss Gladfelter, I am of the opinion that we should consider Mr. Schwab's suggestion of letting the city handle the excavation. Of course we would want to see the contract, as you suggest.

Lucien H. Tribus

Lucien H. Tribus
Legal Counsel

LHT:D

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM:

DATE August 11, 1952

RE: Excerpts from Mr. Mowry's letter of July 30, 1952

"Thanks for your immediate reply to my wire. The contractor was at the end of his rope-holding his crew and not able to proceed until your wire arrived. The original easement run into a swamp and it was impossible to go thur it. He tried matts and almost had his machine mired down. Moreover a sewer in such muskeg would surely settle and give no end of trouble in the future.

I suggested to Mr. Schwab that he closely supervise the sale of the gravel and see that they smooth out the land afterwards."

August 11, 1952

My dear Mr. Schwab:

Upon my return from vacation, I found on my desk the correspondence in regard to a change in the sewer easement. Miss Gladfelter asked me to consult Mr. Tribus about this and I have now done so. He suggests that since a change is requested, you secure from the city authorities a new easement together with a release for the old easement. It will be necessary for us to have both of these and we would appreciate it if you would send them in as soon as possible so that they can be presented to the Board at its meeting in September. The preliminary meeting of the Cabinet will be held very early in September and we should, therefore, have these papers as much in advance of this date as possible--not later than August 28.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:aw

cc: Mr. Tribus
Mr. Mowry

August 13, 1952

My dear Mr. Schwab:

We have received your unpaid bill statement of August 6 with the bill for pipe and fittings to be used in connection with the installation of the sewer. This bill, we note, covers 1100 feet of pipe whereas, according to the statement in your letter of February 15, the number of feet of pipe called for was given as 915. We are wondering whether this additional pipe is some which you reported would have to be replaced or whether the bill includes pipe supplied for the church and manse installation. If the latter, we presume that an adjustment will be made but would be glad to have word from you concerning this.

In quoting the balance in this account, you seem to have included the balance in the grant for repairs in the girls' and boys' dormitories. This was a separate grant. The amount set up for sewer system in 420-X-SP was $3,000.00 This account, therefore, stands as follows:

Original Appropriation	$3,000.00
Balance at Above Date	2,618.17
This Bill	1,272.09
Balance	1,346.08

In connection with this work on the sewer, we would like to call your attention to the fact that we do not seem to have received the copy of the contract for this work. We understood that Kyle and Peterman Construction Company was preparing a contract for the city which would include diggings for connections with our buildings. In our letter of June 3, we asked that a copy of this contract be sent to us so that it might be referred to the Board's Legal Counsel.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:aw

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

Depart... RE... AUG 25 1952 Educational and Medical Work

August 19, 1952

Miss Florence M. Goddard
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Goddard:

I was sorry to learn, from your letter of August 13, that I had included the $3000.00 appropriation for Water and Sewer, and the Boys and Girls Dorm Repairs of $285.00 as one fund. I did not realize when I gave Miss Kennedy the figures that we had more than one account under 420-X Special. Will you kindly overlook my dumbness. I have asked Miss Kennedy to correct our records, although I am afraid that some of the bills now in the mail will still have the old figures.

I am inclosing a letter from Mr. King, our City Clerk, giving the contract terms of Kyle and Peterman Construction Company for this digging. You will note that this calls for digging at $1.00 per lineal foot rather than my pervious quotation of $2.00 per foot as earlier given by Mr. Lyons. This will result in a nice saving for us.

I am happy to report that the major work on the project is done. Our two boys from Warren Wilson, Mr. Wiley, Mr. Turner and I all pitched in and we have all of the sewer pipe laid, most of the back-filling is done, and we have the connecting from the old line near the dormitories ready to hook into the new line as soon as we hear from the contractor that the manholes are completed. The boys from Warren Wilson are good workers, but so inexperienced that I have to spend a lot of my time with them to keep them from making mistakes. As a result, we are getting a lot of the construction work done, but it leaves me mighty little time doing office work. Mr. Mowry seemed well pleased with everything when he was here.

We ordered 1000 ft. of pipe for the project since it takes extra pipe to put in clean-outs, etc. And I ordered an extra 100 ft. to hook our new building (Girls cottage) into the system. Since we have done a lot of the labor ourselves we will have plenty to pay for this. Since we bought this wholesale we have purchased it for much less than we will be able to get it later. If you wish me to sell what we have left, we will have no trouble selling it since pipe is hard to get here. But we do have enough left to put our new building, where-ever we locate it, into the new system.

Very sincerely yours,

R A Schwab

Encl:
Letter: Mr.King

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Department of
REC'D
AUG 25 1952
Educational and Medical Work

Rev. Donald A. Schwab, Executive

Aug 19, 1952

Miss Florence Goddard
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Goddard: re: change in sewer easement

I have just contacted our Mayor, Mr. King, regarding the change in the sewer easement, as per your letter of Aug. 11. He states that the gorvernment lawyer, Mr. Riley, will be in Haines Thursday of this week, and we will ask him to incorporate the changes on the last survey, (as per the map I sent) into a new easement and send it to you as soon as possible.

Very sincerely yours,

K. Schwab

Department of Educational and Medical Work

Mr. Tribus
Miss Goddard

August 27, 1952

Attached is a copy of a letter just received from Leonard King, City Clerk of Haines, Alaska, giving some information in regard to the contract for the installation of the water and sewer system which is to be connected with Haines House. We are reminding Mr. Schwab that we still need more information as to what is covered in the contract for connections with the Board's property.

Mr. Schwab also writes that the mayor is taking steps to provide us with information as to the changes needed in the sewer easement.

Florence M. Goddard

FMG:aw

Attach. 1

August 27, 1952

My dear Mr. Schwab:

We are glad to have your two letters of August 19 in regard to the sewer project at Haines House, and are sharing with Mr. Tribus the statement from the City Cleark, Mr. Leonard King, concerning the cost of digging the ditches. We are very glad to have the information that the cost per lineal foot will be less than previously estimated so that we may anticipate a good saving. We are wondering whether Mr. King considers that he is answering our question about the contract as it relates to our property. You will recall that in an earlier letter we asked that you submit a copy of the contract as soon as it has been approved by the city. If it is not possible to secure an actual copy of the contract, we feel that we should have some statement from the city indicating what the contractors have agreed to do in connection with our property. The information we have to date is all very vague, and we do feel we should have something more specific. Apparently, the work is progressing well. It looks as though it may be finished before we have the clear statement of our part in the project.

We understand that Mr. King is taking care of the changes required in the new easement, and we shall look forward to receiving the corrected map with information as to the changes. Please be sure to secure from the city a release for the Board from the former easement.

Thank you for your explanation in regard to the quantity of pipe required for the installation. We are glad that you secured the extra pipe so that the new girls cottage can be hooked up to the system when it is erected.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:aw

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Executive

Department of Home Missions
SEP 9 1952
Educational and Medical Work

Easement

September 4, 1952

Miss Katharine E. Gladfelter, Secretary
Department of Educational & Medical Work
Board of National Missions
156 Fifth Ave.
New York 10, N. Y.

My dear Miss Gladfelter:

When Mr. Leonard King, Haines City Clerk, and I talked with Mr. Riley, the attorney for Alaska Public Works, regarding the change in the easement he promised to have this in my hands by the 25th of August. However, I have just received it today with a note explaining that they had sent the original directly to Mr. Tribus because they were slow in the matter.

I am sorry that they did not send it to me first because I note that this is not the full easement needed and the description contained therein is only from Third Avenue this way. Perhaps Mr. Tribus can take the legal description from the easement of last spring and the changed part of this easement which they mailed directly to his office and get the matter done right. I just talked to Mr. King and he said that if you wished, to send both back and we will have Faulkner, Banfield and Boochever do it (at city expense).

The contractor has done an excellent job of drainage at manhole two. Mr. Toner ran the original survey line parallel to the old cemetery and right through the middle of our drain ditch, which of course they proposed to fill and should we ever have had need to deepen or widen the ditch the sewer would have interfered. Therefore, when Kiel & Peterman contacted me about changing the original easement I specified that one of the things I would insist on was a proper way of draining our field. As a result they have installed an 18 inch steel culvert about thirty-five feet long and about six feet deeper than our drain ditch used to be and this is to be covered. There will be no charge for this. Whenever we wish to deepen our own drainage of the area beyond, we now have a good outlet.

Very sincerely yours,

D A Schwab

cc: Mr. Lucien H. Tribus

P.S. I have only the one set of maps, so did not include them with my letter to Mr. Tribus. He has them, without my corrections, with the easement

Department of
REC'D
SEP 24 1952
Educational and Medical Work

September 19, 1952

Re: Project Aaa 50-A-115
Haines Water and Sewer

The Rev. Donald A. Schwab
Haines House
Haines, Alaska

Dear Mr. Schwab:

I read with great interest your letter of September 4, 1952 to Miss Katharine E. Gladfelter.

I am very glad that you talked with Mr. King, and I quite agree with the suggestion made that the easement be prepared at city expense by the firm of Faulkner, Banfield & Boochever. A contract of this nature is very important and I would have submitted same to Faulkner, Banfield & Boochever myself before attempting to make any changes or additions to it from this end. I believe it wise to consult competent local counsel on all real property matters due to the fact that there are always local situations which we in New York do not know about and which must be taken into consideration in such matters. Therefore I am returning all copies of the easement to you with the request that you take them up with Faulkner, Banfield & Boochever and have them complete the easement for signature by the Board and then return same to my attention.

I am also enclosing a copy of Mr. Donald R. Wilson's letter to me of September 2, 1952 and the sketch of the easement as prepared by Felix J. Toner, Reg. Engr., Juneau, Alaska in August 1951, together with sketch of Sewer Line Realignment, Project Aaa 50-A-115. I also enclose a copy of my letter to Mr. Wilson acknowledging his letter to me.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.
cc: Faulkner, Banfield & Boochever
Mr. Donald R. Wilson
Dept.of Educational & Medical Work

September 19, 1952

Re: Project Aaa 50-A-115
Haines Water & Sewer

Mr. Donald R. Wilson, District Director
United States Department of the Interior
Alaska Public Works
P.O.Box 1181
Juneau, Alaska

Dear Mr. Wilson:

I appreciate very much your good letter of September 2, 1952.

I have returned the original and three copies of the easement which you submitted and to which you refer as Project Aaa 50-A-115, to Mr. Donald A. Schwab, Director of Haines House, Haines, Alaska, with request that he submit them to our attorneys in Juneau, - Faulkner, Banfield & Boochever. I wish to have them checked by this firm before O.K.ing the easement for signature by the Board. I believe it is better in all matters of this nature for this institution to have local legal counsel.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Mr. D.A.Schwab
Dept.of Educational & Medical Work

MEMORANDUM

To: Miss Gladfelter cc: Mr. Tribus September 24, 1952
From: Dr. Jackman

A letter has come in from Mr. Hunter in Sitka stating that in a meeting of the Lions Club, Mr. Roberts who is one of the administrative personnel at Mt. Edgecumbe reported that some elderly Indian people in Haines had been ordered off the land of the Presbyterian Church and their homes had been burned. It was picked up by someone who is antagonistic to the church and the suggestion was made that the church has always done more harm than good wherever it has gone. Mr. Hunter wants some more information about this. I remember the incident but will not trust my memory to give him exact facts. May we have from you a concise statement which has all of the necessary elements in the picture which we can send to Mr. Hunter.

J. Earl Jackman, Secretary
Dept. of Sunday School Missions

JEJ:KS

Department of
SEP 25 1952
Educational and Medical Work

FYI
Please look up correspondence. Answer To request & see which Miss Shelden handled when we were there. To clear file for future reference.
J.E.J.

Mr. Tribus
F.M.Goddard - Ed. & Med.
Map of sewer easement at Haines, Alaska

October 1, 1952

With this we are sending you a map which Mr. Schwab enclosed with the letter of September 4th in regard to the sewer easement at Haines. He sent you a copy of this letter, but we are not sure that you have the map and since you will want these for reference, we are now turning them over to you.

We understand that you areasking Mr. Schwab to have the contract drawn up locally and we shall appreciate your keeping us informed regarding this.

Florence M. Goddard

FMG/vb

File Copy

INTER-OFFICE CORRESPONDENCE

Board of National Missions

To Dr. Jackman

From Miss Gladfelter October 15, 1952

Re Haines House

This is in reply to your memo of September 24 asking for information for Mr. Hunter of Utica pertinent to the statement made at a meeting of the Lions Club by Mr. Roberts of St. Edgecumbe to the effect that "some elderly Indian people in Haines had been ordered off the land of the Presbyterian Church and their homes had been burned."

We were puzzled by the statement since as far as we know, there have been no recent questions about any of the property at Haines and no homes burned at any time. Frankly, I am surprised that a responsible government official would make such a statement without first attempting to verify it. However, since it was made, here are the facts as we have called them from the records.

Some seven years ago, in 1945 to be exact, the Board first began to take steps to clear up questions related to the so-called native leases for parts of its property in Haines. These steps were taken in part because many of the leased lots were not being used and the leases had lapsed due to non-payment of rental; in part because some of the properties on Main Street were an eyesore and unsanitary; and in part because the town of Haines was urging the sale for business purposes of some of the Board's unused Main Street property to facilitate the development of the town in the interests of the entire community both white and Indian.

Most of the lots which had at one time been leased to Indians contained no houses. There were however four cases in which houses were involved so here are the facts relative to these:

Eli Phillips: Lot located on Main Street between Fourth and Fifth Avenues. House occupied at times by the family. Lease renewed regularly and still in effect. House intact on property.

Mrs. Eddie Warren: Facts identical with those for the Eli Phillips lot and house.

Mr. David Hotch: Lot located on Main Street between Second and Third Avenues in an area which the town was especially eager to have opened up. House used primarily to store fishing gear. Occupied occasionally when Mr. Hotch was in Haines. Mr. Hotch, whose lease was due to expire March 31, 1950, was notified in October, 1949, of the probable opening up of the section between Second and Third Avenues for sale. He was told at that time in a conference in Haines with Mr. Tribus and

myself that he would have first chance to bid on the leased lot and that his bid could be made any time before March 31, 1950. We also suggested when he stated that he needed a place to store fishing gear and to stay in when he visited Haines that we would be glad to sell him a lot further out since the present location in the business district of the town was not essential for the limited use made of the house.

On May 20, 1950, when no bid had been received from Mr. Hotch, the lease had lapsed, and he had not moved the house, Mr. Armstrong wrote to follow up a conversation on April 17 and to suggest that if Mr. Hotch did not intend to bid on the property the house be removed within a month, i.e. by June 20, so that others might feel free to bid. Mr. Armstrong stated in this letter that if Mr. Hotch was interested in purchasing he would be given every consideration.

Mr. Hotch evidently replied to this letter for on May 26, 1950, Miss Miller wrote him to say that she was glad to have his letter of the 24th and know that he was working on moving the house and that she hoped the work could be completed by June 20 as suggested by Mr. Armstrong.

The house was evidently not moved however as there is a reference to it in a letter of May 5, 1951 to Mr. Hotch from Miss Miller. In this she stated that she had had word from the Board that the lot had been sold and pointed out that while Mr. Hotch had actually waived his claim to the house since he had not removed it and since according to the lease (which had lapsed a year previously) it had reverted to the Board a month after the expiration of the lease, she hoped that he could get something out of the sale of the building to the purchaser. There is no correspondence after this date.

Mrs. William High (formerly Mrs. John Abbott): Lot located on Main Street between Second and Third Avenues. Lease made originally by John Abbott, Mrs. High's first husband. (The second husband, Mr. High, is a white man.) The family had moved residence to Juneau so the house in Haines was seldom used and in bad condition.

Mrs. High was notified in May, 1947, that the lease would not be renewed when it expired the following October because of the possibility that this section of the Haines property would be sold for business purposes. In November after the lease had expired Miss Miller wrote again to request that the house be removed within the next ten days and to explain that our lawyers in Juneau had advised that this was the legal procedure to follow and that in case the building was not removed it would revert to the owner of the land.

In April, 1948, when the house had not been moved, Miss Miller after again consulting our lawyer called on Mr. and Mrs. High in Juneau to explain that in view of the Board's desire to clear up the leases she felt it necessary to move the house since they had not done so. During this visit she asked where they wished the furniture stored but no directions were given.

The Nighs asked that action be delayed until June but Miss Miller felt that this would only prolong the problem. She then investigated the house and found that it had already been broken into and had evidently been used as a hangout for drinking. The furniture was removed and stored temporarily in the church basement and several truck loads of trash were burned in an attempt to clean up the premises. The building was then removed by a resident of Haines and the furniture was turned over to the Nighs in August when they visited Haines.

Mrs. Nigh wrote us on June 28, 1948, that she had tried several times to contact us but had received no reply. She claimed compensation for the house and personal belongings and said suit would be entered in the District Court at once if payment were not made. In reply we wrote her that no previous communications had been received, outlined the history of the case as given above and explained that there was no value to the house and much of the contents but that the furniture had been salvaged and stored, and while actually no longer legally her property would be turned over to her by Miss Miller. No reply to this letter was received.

One other building was the cause of some correspondence. This was a garage on a lot between Second and Third Avenues. It was owned originally by Mrs. Nigh and sold by her in October, 1945, to Mr. McGehee, a white man living in Haines. She requested that the lease be transferred to him but the Board was not willing to do this. In October, 1947, after Mr. McGehee had had the use of the lot for two years without paying any rent and after several verbal requests had been made for the removal of the garage Miss Miller wrote to ask that the building be removed within ten days. The building was not removed but was later condemned by the Town and removed by the Mission.

I am attaching a copy of this memo for Mr. Hunter.

Katharine E. Gladfelter

KEG:ab

cc for Mr. Hunter
cc: Mr. Armstrong

Mr. Tribus - Legal Counsel
Miss Goddard - Ed & Med.
Sewer Easement

December 3, 1952

This is to ask you to bring us up to date on the question of the sewer easement at Haines. I believe you asked Mr. Schwab to have a contract drawn up by the local authority and we would be interested to know whether or not this has been completed.

Florence M. Goddard

FMG:vb

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

DEC 10 1952
Educational and Medical Work

TO Dept. of Educational & Medical Work-Miss Goddard

FROM Mr. L. H. Tribus

RE: Haines, Alaska
(Sewer Easement)

DATE December 9, 1952

In reply to your memorandum of December 3, 1952, please be advised that I have had no further word from the Rev. Donald A. Schwab since writing him on September 19th. I understand that he will be here this month and most probably will be able to shed some light on the sewer arrangement.

L. H. T.

Lucien H. Tribus
Legal Counsel

LHT:D

Mr. Tribus
Miss Goddard - Ed. and Med.
Haines, Sewer Easement

December 23, 1952

When Mr. Schwab was in the office yesterday, I asked if you had discussed with him the matter of the sewer easement. He said that you had not and so I asked what the present situation was. He replied that he had gone over the papers with Mr. Carlson, attorney for the territory, and as there were some corrections to be made, he had sent the papers on to Faulkner and Banfield. This, I believe, was in October and he understood that Faulkner and Banfield would write directly to you. If you havenot heard from him, I wonder if you would want to follow up.

Florence M. Goddard

FMG:vb